

**DEFINITIONS**

As used herein, whether in the singular or plural:

“Activities” means basketball, ping-pong, rock climbing, fitness classes, swimming, racquet sports, lessons, and any other sport or athletic activity at the Resort, and use of weight and cardio equipment, swimming pool, sauna, hot tub, courts, bounce house, Adventure Zone, Rock Gym, Sports SIM Suites, or any other facility at the Resort.

“Releasors” means any SHaRC member signing this Agreement and all minors and any other SHaRC members or participants on behalf of whom a signatory signs this Agreement. Whenever “you”, “I”, “me”, or “my” is used in this Agreement, it refers to all Releasors without having to restate that intent every time “you”, “I”, “me”, or “my” is used.

“Resort” means Sugarbush Resort, including its Sugarbush Health & Recreation Center.

“SHaRC” means Sugarbush Health & Recreation Center.

“Pass” means the SugarXpress Pass or any other pass, ticket, media or product that grants access to SHaRC.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK, INDEMNITY AND GENERAL TERMS AND CONDITIONS (“AGREEMENT”)**

1. I understand, accept and agree that all Activities (as defined above) involve numerous dangers and risks that can lead to serious injury and even death. Such dangers and risks include falling or tripping wet or slippery surfaces, drowning, strained or pulled muscles and ligaments, fractures, bruises, dehydration, overexertion, loss of balance or control, motion sickness, activation or aggravation of pre-existing physical injuries or psychiatric disorders, conditions or congenital anomalies; and risks involved with rescue or aid conducted by Resort staff.
2. I understand, accept and agree that: (i) I have the physical fitness, stamina and dexterity to safely participate in the Activities, and (ii) I shall obey all signs, Resort policies and rules, and instruction of Resort staff.
3. In consideration for permitting me to participate in Activities and with knowledge of the risks and dangers involved, I **UNDERSTAND, ACCEPT AND AGREE** on my own behalf and on behalf of all Releasors to: (1) **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** arising from participation in any Activity (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against the Resort, Alterra Mountain Company, and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, Resort staff, agents, insurers, (each a “Released Party” and collectively, the “Released Parties”) that are based on, arise or result from in whole or in part, the Pass, use of the Pass, or participation in any Activities, and without limitation any and all claims arising out of or resulting from **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, to the fullest extent legally permitted, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties; (3) **PERSONALLY INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to the Pass, use of the Pass, or participation in any Activity, and any loss, damage or injury, including death, that may be sustained by Releasors, or caused to others or their property by Releasors, or brought by Releasors. I agree to pay all costs, including reasonable attorneys’ fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought by me or any other Releasor, a third party or on behalf of any other person. **I understand and agree that by accepting this Agreement on behalf of the Releasors, I am representing and warranting that I am legally authorized to execute this Agreement and that by doing so I agree to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of every Releasor, should they refuse to accept or carry out the terms and conditions of this Agreement.**
4. I understand, accept and agree that the Pass is for the sole use of the individual to whom it is issued, and that **the Pass is NOT TRANSFERABLE, CANNOT BE USED BY ANYONE OTHER THAN THE INDIVIDUAL TO WHOM IT IS ISSUED and CANNOT BE RESOLD.**
5. I understand, accept and agree that if I violate Resort rules or policies, participate in misconduct, cause a disturbance or abuse of Resort staff or other members, my Pass may be confiscated, revoked or suspended at the sole discretion of the Resort without refund.
6. I may use my SHaRC ID card as a charge card at the Resort for any fees or services incurred beyond the membership dues, including event fees, guest fees, retail, concessions, and any other Resort charges. I understand that I must have a valid payment card on file and is required to sign an authorization form and that my SHaRC ID card will note “Resort Charge” on its face. I understand, accept and agree that my payment card will be charged daily for charges incurred throughout the Resort using my or other Releasor’s SHaRC ID card. Young Adult Member(s) under 20 years old do not have charging privileges without consent of parent or guardian, and this will be noted on the authorization form.
7. I understand, accept and agree that Young Adult and Child Member(s) under 18 years old must be accompanied and supervised at all times by a paying guest who is at least 18 years old while on SHaRC premises, unless authorized by Resort. **Parents, please note that there is NO lifeguard on duty at any pool.**
8. I understand, accept and agree that membership privileges for court and facility use are subject to possible limitation or preemption by tournament play, competition, instructional programs, special events, meetings, conventions, and other functions, at the sole discretion of SHaRC, that proper attire of Member(s) and Member’s guest(s) is required to access SHaRC. SHaRC membership rates and policies are subject to change without prior notice.
9. In consideration for permitting me to participate in Activities, I agree that, to the fullest extent permitted by law, **ALL** claims arising from or related to any Activity including bodily injury, permanent disability or death, and all matters concerning this Agreement, shall be **GOVERNED BY THE LAW OF VERMONT** without regard to any conflict of law principles, and that **EXCLUSIVE JURISDICTION** shall be **STATE OR FEDERAL COURT IN VERMONT. I VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDERSIGNED HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY AND ALL CLAIMS ARISING FROM OR RELATED TO ANY ACTIVITY, INCLUDING FOR INJURY TO PERSON OR PROPERTY AND/OR DEATH.**
10. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. **I REPRESENT AND WARRANT THAT (A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW AND (B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE OF RELEASORS, I AM LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF ANY AND ALL RELEASORS, AND THAT SUCH RELEASORS WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.** This Agreement shall be binding upon my and each Releasor’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT BY ACCEPTING AND AGREEING TO THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, SUBROGORS, DISTRIBUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASED PARTIES.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINT Name of Member

\_\_\_\_\_  
Signature of Member if 18 or older

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Member Date of Birth

\_\_\_\_\_  
PRINT Name of PARENT or LEGAL GUARDIAN (if appl.)

\_\_\_\_\_  
Signature of PARENT or LEGAL GUARDIAN

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Parent/Guardian Date of Birth